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For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF OWEGO

and the

TOWN OF OWEGO EMPLOYEES’ ASSOCIATION

January 1, 2011 – December 31, 2013

Received 11/22/10
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1 PREAMBLE

1.1 Collective Bargaining Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Owego, hereinafter referred to as “Town” or “Employer”, and the Town of Owego Employees’ Association, hereinafter referred to as “Association” or “Union”.

1.1.2 Purpose and Intent: The general purpose of this agreement is to promote orderly, harmonious and cooperative relationships between the Town and its employees and set forth the terms and conditions of employment pursuant to the Public Employees’ Fair Employment Act and all other applicable provisions of law.

2 ASSOCIATION RIGHTS

2.1 Recognition

2.1.1 Recognition Clause: The Town, pursuant to Article 14 of the Civil Service Law (Public Employees’ Fair Employment Act) recognizes the Association as the exclusive employee representative organization for the purpose of negotiating the terms and conditions of employment of the employees within the bargaining unit defined in 2.2.1, below.

2.2 Definition of Bargaining Unit

2.2.1 Included: Pursuant to a resolution adopted by the Town Board May 28, 1976, and pursuant to a resolution adopted by the Town Board on May 1, 2007 withdrawing the Highway Department (except clerical staff), the bargaining unit consists of all full-time personnel employed in the Utilities, Park, Planning and Zoning Departments, and in the offices of the Supervisor, Town Clerk, and Assessor and any clerical staff employed in the Highway Department. Effective January 1, 2011, the title of Account Clerk Typist in Utilities (regularly scheduled 30 hours per week) is included in the bargaining unit.

2.2.2 Excluded: Specifically excluded from the bargaining unit are all part-time employees, temporary employees, and seasonal employees. Also excluded are exempt employees, elected officers and Department Heads, as listed on Schedule A, attached hereto and made a part hereof.

2.2.3 Full-time Employee: For the purpose of this Collective Bargaining Agreement, a “full-time employee” will mean an employee who is regularly scheduled to work forty hours per week throughout the year.

2.2.4 Part-time Employee: For the purpose of this Collective Bargaining Agreement, a “part-time employee” will mean someone who is employed for thirty-nine hours per week or less over a six-month period.

2.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean someone who is hired to assist a department due to the absence of an employee or work load increase that is expected and can be projected in advance.

2.2.6 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional seasonal duties. Seasonal employees will be hired in accordance with Civil Service guidelines.

(2011-2013)
2.2.7 **Unit Clarification:** Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted to the State of New York Public Employment Relations Board in accordance with its rules and procedures.

2.3 **Others Performing Bargaining Unit Work**

2.3.1 **Supervisors:** A Department Head may perform work to meet the operating needs of the department.

2.3.2 **Public Assistance Recipients:** The Town may utilize public assistance recipients who are enrolled in employment and training programs, community service volunteers, work release persons, and alternative to incarceration persons to perform manual labor such as cleaning, maintenance, and painting, as long as no full-time employee is replaced by such persons.

2.4 **Union Membership/Agency Shop**

2.4.1 **Union Membership:** An employee who chooses to become a member of the Association shall sign an authorization card for dues deduction and submit it to the Association. Thereafter, the Association will forward the authorization to the Town and the Town shall deduct from the wages of the employees and remit to the Association the required amount of membership dues, for those employees who have signed authorizations permitting such payroll deduction on a pay period basis in accordance with 2.4.3, below. The Town assumes no obligation with respect to obtaining authorization cards, it being understood that this is a duty and obligation of the Association.

2.4.2 **Agency Shop:** An employee who does not become a member of the Association by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Association in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Association. The Town shall deduct and remit the service fee in accordance with 2.4.3, below.

2.4.3 **Dues/Fees:** The Town shall deduct membership dues or agency shop fees, as the case may be, from the pay of each employee. That amount will be deducted in equal installments from each paycheck and will be remitted to the Association in a manner to be determined by the Association and the Town.

2.5 **Leave for Contract Administration**

2.5.1 **Investigation and Presentation of Grievances:** The Town recognizes the right of representatives of the Association to appear on behalf of the employees to discuss grievances and the administration of the terms and conditions of this Collective Bargaining Agreement. The Association’s representatives shall have the right to visit employees during working hours for a reasonable period of time. The Association president, or designee, shall be permitted a reasonable amount of time free from regular duties, without loss of pay or leave credits, for the purpose of adjusting grievances and/or assisting in the administration of this Collective Bargaining Agreement.

2.5.2 **Requests for Release Time:** Requests for the use of release time shall be made to the appropriate Department Head or the Town Supervisor as far in advance as possible. This time shall be recorded by both the Association and the Department Head. The Association agrees such visits shall not unreasonably interfere with the normal operation of business.

(2011-2013)
2.6 Leave for Negotiations

2.6.1 Eligible Employees: At any one time, no more than three employees designated by the Association will receive release time, without loss of pay or leave credits, for the sole purpose of attending negotiation meetings scheduled by the Town.

2.7 Bulletin Boards

2.7.1 The Association shall have the right to post notices and communications related to the Association’s activities on the bulletin boards maintained at the various town offices.

2.8 Use of Town Facilities

2.8.1 The Town agrees to provide the Town Board Room for use by the Association for meetings so long as such meetings do not interfere with the normal operations of the Town and are previously scheduled with the Town Clerk.

2.9 No-Strike Clause

2.9.1 The Association, in accordance with the Taylor Law, affirms that it does not assert the right to engage in, cause, instigate, encourage or condone a strike, or other stoppage of work or slowdown against the Town, to assist or participate in any strike, or other stoppage of work or slowdown, or to impose an obligation upon its members to conduct, or to participate in such a strike, or other stoppage or work or slowdown.

3 MANAGEMENT RIGHTS

3.1 Management Rights Clause

3.1.1 The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this collective bargaining agreement.
4 EMPLOYEE RIGHTS

4.1 Seniority

4.1.1 Seniority: Seniority shall be determined by the employee’s length of continuous service as a full-time employee with the Town of Owego. In the event two or more employees have the same length of service, such employees shall have their individual seniority determined by lot.

4.1.2 Leave of Absence: An employee shall not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave shall not be considered as a break in “continuous service”, however, the employee’s anniversary date shall be extended for a period equivalent to the time of such leave.

4.1.3 Workers’ Compensation: An employee who is on an unpaid leave of absence due to a Workers’ Compensation claim shall continue to accrue seniority as if the employee was in regular pay status. Such leave shall not be considered as a break in “continuous service” and the employee’s anniversary date shall not be adjusted.

4.2 Layoff and Recall

4.2.1 Layoff Procedures: In the event of a reduction in the number of positions in a job title within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service agency.

4.2.2 Recall Procedures: In the event there is a vacancy in a job title where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service agency.

4.3 Performance Appraisal

4.3.1 Purpose and Criteria: The purpose of the performance appraisal is to recognize an employee’s achievements and to identify and correct performance concerns. The performance appraisal will take into consideration the employee’s work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee’s performance. Performance appraisals shall not be considered to be disciplinary action, but may be used as evidence in a disciplinary hearing.

4.3.2 Frequency: An employee will be formally evaluated once each year on a date determined by the Town Board in consultation with the Department Head, with follow-up evaluations on an as-needed basis.

4.3.3 Evaluation Procedure: Each employee will receive a copy of the Performance Appraisal Form each year prior to the appraisal so that the employee knows the criteria. The Department Head and the Town Board’s Committee Chair, or designee, will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Department Head and Committee Chair, or designee, will meet with the employee to review the performance appraisal report.

4.3.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

4.3.5 Employee Reply: An employee’s written comments, if any, will be attached to the performance appraisal report and included in the employee’s personnel file.
4.4 Personnel File

4.4.1 Location of Files: Original personnel records for current employees will be kept in a location designated by the Town Supervisor and will be maintained and controlled by the Town Supervisor. Employee medical records will be kept in a separate locked file apart from the employee’s personnel file and will be maintained and controlled by the Town Supervisor. Substance testing records will be kept in a separate locked file apart from the employee’s personnel file and will be maintained and controlled by the Town Supervisor.

4.4.2 Employee Access: A current employee may review and copy the contents of the employee’s own personnel file, however, access to certain documents may be limited, for example, an employee may not be allowed to see documents including, but not limited to, attorney work products, confidential memorandums, letters of reference, and unsolicited complaints. The employee must make an appointment with the Town Supervisor. The appointment will be available within a reasonable period of time. Someone designated by the Town Supervisor must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Supervisor, or designee. The employee has the right to provide a response to any document that the employee contests as either unfair or incorrect.

5 VACANCIES & PROMOTIONS

5.1 Posting and Application

5.1.1 Posting: The Town agrees that in the event a position for employment with the Town is to be advertised to those employed outside the Town, the Town Supervisor will provide prior notification to the Association president.

5.1.2 Application: Once a position has been posted, it shall be the employee’s responsibility to apply for the vacancy by making a written application.

5.2 Appointment to Vacancies

5.2.1 Selection: The Town Board will be the sole judge with respect to the degree to which applicants meet job qualifications.

5.3 Probationary Periods

5.3.1 Probationary Period: The probationary period will be in accordance with the rules and regulations of the local Civil Service agency. Except as otherwise provided in the rules and regulations of the local Civil Service, the probationary period will be for fifty-two weeks from the original appointment.

5.3.2 Failure to Successfully Complete Probationary Period: The Town Board may dismiss the employee from employment at any time on or before completion of the probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.
6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Regular Workday/Workweek: The Town Board will establish the beginning and ending times of normal operation. Subject to the review and approval of the Town Board, a Department Head will establish an employee’s scheduled days and hours of work, which may differ from the normal days and hours of operation to meet the particular needs and requirements of the department. Once established, the employee’s scheduled days and/or hours of work will not be changed without an advance written notice of at least forty-five calendar days (this restriction may be waived by majority vote of the bargaining unit).

6.1.2 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Town Board.

6.2 Additional Hours of Work

6.2.1 Procedure for Assigning Additional Hours: The Department Head, or designee, will determine who is to work any additional hours, which shall not be subject to the grievance procedure.

6.3 Notification of Absence

6.3.1 Notification of Tardiness: An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the Department Head, or designee, at least thirty minutes before the employee’s scheduled starting time.

6.3.2 Notification of Sick Leave: In the event an employee must take sick leave, such employee must notify the Department Head, or designee, at least thirty minutes before the employee’s scheduled reporting time. The notification must be made personally by contacting the Department Head, or designee, or leaving a message on the Department’s answering devise. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

6.3.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the Department Head, or designee, prior to leaving.

6.4 Meal & Rest Periods

6.4.1 Meal Periods: An employee who is scheduled to work more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. The time of the meal periods will normally be taken in the middle of the employee’s workday. The time of the meal periods must be approved by the appropriate Department Head in accordance with the needs and requirements of the department.

6.4.2 Rest Breaks: Each employee shall be entitled to a paid, duty-free rest break of fifteen minutes twice a day during their regular working hours. It is stipulated and provided that such breaks shall be taken at 9:00 a.m. in the morning and at 1:30 p.m. in the afternoon, except that Department Heads in the Town Hall may change the time for the fifteen-minute breaks. An employee who chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay or leave for the time worked. With the approval of the Department Head, or designee, an employee may leave the worksite during a rest break.
6.4.3 **Overtime Rest Breaks:** Each employee shall be entitled to a one-half hour break with pay after four hours of continuous work at least two hours of which are performed outside of regular working hours.

7 **COMPENSATION**

7.1 **Wage Rates**

7.1.1 **Pay Schedule:** There is no increase in the wage rates for 2011; however, each employee will receive $500 in one payment on or before January 15, 2011. The parties will reopen negotiations on or before September 15, 2011 for the sole purpose of negotiating wage increases for calendar years 2012 and 2013.

7.1.2 **Licensing/Certification (Utilities Department only):** Any employee who completes a certification or obtains a license related to the employee's job position, may be recommended by the Department Head for a raise up to $1.50 per hour. The recommendation must be in writing to the Department's Standing Committee. The Standing Committee shall either deny the raise, or shall recommend to the Town Board that it be granted. The Town Board in its discretion may grant or deny the request.

7.1.3 **Merit Bonus:** Merit bonus shall be defined as a one-time payment in an amount ranging from a minimum of $200 to a maximum of $1000 by the Town to an employee, who, in the opinion of the Town has demonstrated outstanding job performance. Under no circumstances shall an employee receive more than one merit bonus during the term of this collective bargaining agreement.

A Department Head may make a recommendation to the department's Standing Committee that they consider an employee for a merit bonus and shall provide the Standing Committee with written information as to the employee's job performance, attendance, and reason the employee is thought to be outstanding and any other written information as the Standing Committee may request.

Within 45 days of receipt of the Department Head's recommendation, the Standing Committee shall either deny the merit bonus or shall recommend to the Town Board that an employee be granted a merit bonus, either in the amount originally requested or a modified amount.

A merit bonus after recommendation from the Standing Committee shall be at the discretion of the Town Board. The Association shall raise no question concerning any aspect of the merit bonus.

Any new employee hired during the term of this collective bargaining agreement shall not be eligible for a merit bonus for the first six months of employment.

Any merit bonus of more than $100 shall be paid over consecutive pay periods in amounts of not more than $100 per pay period, provided, however, that any merit bonus shall be paid in its entirety during the term of this collective bargaining agreement.

Any employee who receives a merit bonus during the term of this collective bargaining agreement shall not be entitled to a merit raise.

(2011-2013)
7.1.4 Merit Raise: Merit raise shall be defined as a one-time raise in an amount ranging from a minimum of $0.25 per hour to a maximum of $0.60 per hour by the Town to an employee, who, in the opinion of the Town has demonstrated a sustained, outstanding job performance.

A Department Head may make a recommendation to the department’s Standing Committee that they consider an employee for a merit raise. The recommendation shall be in writing and shall provide the Standing Committee with written information as to the employee’s job performance, attendance, reason the employee is thought to have performed in a sustained, outstanding manner, and any other written information the Standing Committee may request. In addition, the Department Head shall state in writing why the employee should be granted a merit raise instead of a merit bonus.

Within 45 days of receipt of the Department Head’s recommendation, the Standing Committee shall either deny the merit raise, or shall recommend to the Town Board that an employee be granted a merit raise, either in the amount originally requested or a modified amount.

A merit raise, after a recommendation from the Standing Committee, shall be at the discretion of the Town Board. The Association shall raise no question concerning any aspect of a merit raise.

Any new employee hired during the term of this collective bargaining agreement shall not be eligible for a merit raise for the first twelve months of employment.

Any employee who receives a merit raise during the term of this collective bargaining agreement shall not be entitled to a merit bonus.

7.1.5 Promotions: Any employee promoted to a higher job classification shall be placed in the higher job classification at a rate of pay at least equal to the employee’s current hourly rate of pay plus an increase of at least twenty cents ($0.20) per hour; provided, however, in no event shall the increase exceed the maximum hourly rate of the higher job classification.

7.2 Premium Pay for Overtime

7.2.1 Overtime Rate: An employee will be paid one and one-half times the employee’s regular hourly rate of pay for all authorized time paid over forty hours in a given workweek.

7.2.2 Credit for Paid Leave: Holidays, paid vacation leave, paid sick leave, paid personal leave, paid bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

7.2.3 Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. An employee must declare during the pay period earned whether or not the employee will accumulate compensatory time or be paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours for all authorized time worked over forty hours in a given work week. In any calendar year, an employee may convert a maximum of forty hours of overtime work into sixty hours in compensatory leave credits.

An employee must use all compensatory leave credits by November 30th of the calendar year in which they are earned or receive cash payment at the end of the calendar year at the employee’s then current rate of pay. Notwithstanding the above, overtime worked in the month of December must be paid and may not be converted into compensatory leave.

7.2.4 Scheduling Compensatory Leave: Any compensatory time must be approved in advance by the employee's Department Head so as not to interfere with normal operations of the employee’s department.
7.2.5 Termination from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee’s then current rate of pay.
7.3 Call-Back Pay

7.3.1 Compensation: An employee who has completed the employee’s normal hours of work and has left Town work premises may be required by the Town to return to work and shall receive call back pay as set forth below. In the event an employee is called in to work for emergency duty that is in addition to and does not attach to the employee’s regular working hours, the employee will be guaranteed at least four hours of pay. The work performed must be related to the emergency and the employee may not be assigned to “make work”. In the event the employee does not work for the full four hours, the employee will be compensated for the remaining time at one and one-half times the employee’s regular rate of pay.

7.3.2 Start Time: The pay for an employee who is called out (whether regular overtime or for emergency duty) will begin when the employee arrives at assigned location. All employees must report and be ready for work within one hour after receiving notification of call back. The failure to report and be ready for work within one hour shall render the employee ineligible for call back pay, in which case the employee shall be paid in accordance with 7.2.1 above.

7.4 On-Call Pay

7.4.1 Compensation (Utilities Department only): Employees of the Utilities Department may be required to be “on call” during non-working hours. The on call time shall be established by the Utilities Director, but shall normally be Friday at 3:30 p.m. until Monday at 7:00 a.m. Any Utility worker placed on-call must carry a beeper while on call and must remain within a radius of the Town so the employee can respond to any calls within one hour. The on-call employee shall be paid $75.00 per weekend for the inconvenience of being on call. In addition, if the employee is called out, the employee shall receive call-back pay (see 7.3 above).

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays:

- New Year’s Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veterans’ Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which a full-time employee (including Account Clerk Typist – Utilities) was not scheduled to work, the holiday for such employee will be observed either on the preceding regularly scheduled day of work or on the succeeding regularly day of work, as mutually determined by the Town Board.
**Floating Holiday:** Floating Day Off is defined as a day off with pay to be selected by the employee subject to the approval of the appropriate Department Head. Each employee shall be granted one floating day off per year, except that new employees hired between July 1 and December 31 will not be entitled to a floating day off in the calendar year of hire. Requests for a floating day off shall be made to the appropriate Department Head at least one week before the date selected by the employee. The Department Head may approve requests for a floating day off, which approval shall not be unreasonably withheld. Not more than one-fourth of the employees of a department shall be granted the same floating day off. Requests for a floating day off will be granted on a first come first served basis. The floating day off shall not be carried over into the next year.

8.1.2 **Holiday Pay (Not Assigned to Work):** An employee who does not work on a designated holiday will be paid for the day at the employee’s regular daily rate of pay (i.e.: eight hours during a five-day eight-hour workweek; ten hours during a four-day ten-hour workweek).

8.1.3 **Holiday Pay (Assigned to Work):** An employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee’s regular rate of pay plus “holiday pay”. Such pay shall be for a minimum of four hours.

An employee who does work on the observed New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas will be paid for all hours worked at two times (rather than one and one-half times) the employee’s regular hourly rate, plus “holiday pay”.

In the event January 1st, July 4th, November 11th, or December 25th is a Saturday or a Sunday, a regular full-time employee who does work on such day will be paid for all hours worked at two times (rather than one and one-half times) the employee’s regular hourly rate.

8.1.4 **Holiday Pay During Paid Leaves:** In the event a designated holiday occurs on an employee’s regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee’s leave credits will not be charged for that day.

8.2 **Vacation Leave**

8.2.1 **Allowance:** An employee shall be entitled to an annual vacation in accordance with the employee’s time of service as follows. The Account Clerk Typist – Utilities will be credited with paid vacation leave prorated by the number of hours the employee is regularly scheduled to work, with forty hours equal to 100%:

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<th>CREDITS PER YEAR</th>
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<td>1 year of continuous service</td>
<td>80 hours</td>
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The employee will be credited on the employee’s first anniversary date and on each subsequent January 1 for the vacation leave earned in the previous year. Additional vacation leave will be granted on the employee’s 5, 13, 20, 21, 22, 23, and 24 year anniversaries and will be credited on the employee’s anniversary date.

(2011-2013)
In the event any member of the bargaining unit has worked for the Town on one or more previous occasions and has been currently employed by the Town continuously for five years, all previous service shall be used in computing such employee's vacation time, but failing to have been currently employed for five years or more, there shall be no such bridging of employment gaps.

8.2.2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee’s anniversary date, excluding an unpaid leave of absence due to a Workers’ Compensation claim, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 280 days equal to 100%.

8.2.3 Accumulation: An employee shall have the option in any year of taking less time for vacation than he/she is entitled to receive, and he/she may carry over such time, not to exceed forty hours, to the following year. If however, an employee is scheduled for vacation in November or December and is called back to work due to an emergency, the Town Board may, upon the employee’s written request, allow the employee to carry over the vacation time that would otherwise be lost.

8.2.4 Scheduling: Any vacation shall be subject to the approval of the employee’s Department Head at a time not to interfere with the normal operations of the employee’s department. Vacation leave credits may not be used in increments of less than one hour. An employee may take vacation leave only after it has been credited.

8.2.5 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee’s then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Town will pay the employee’s estate for any unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance: An employee will be credited with eight hours of paid sick leave after completion of each month of employment. The Account Clerk Typist – Utilities will be credited with paid sick leave prorated by the number of hours the employee is regularly scheduled to work, with forty hours equal to 100%.

An employee should refer to the Town’s employee handbook as it may pertain to a collective “sick leave bank” for circumstances where an employee does not have any sick leave credits.

8.3.2 New Employees: A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time an employee will be credited with forty-eight hours of paid sick leave.

8.3.3 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month, including an unpaid leave of absence due to a Workers’ Compensation claim.

8.3.4 Accumulation: There is no maximum accumulation of sick leave credits

8.3.5 Use of Sick Leave: An employee may use sick leave credits for personal illness or injury that inhibits the employee’s work or for medical and dental appointments, which cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one-quarter hour.
8.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, “immediate family member” will mean the employee’s parent, spouse or child. The employee may be required to produce a medical certification issued by a health care provider that supports the need for family sick leave.

8.3.7 Notification of Sick Leave: Sick leave shall be credited only if the employee notifies his/her Department Head at least one-half hour prior to his/her scheduled starting time. The notification must be made personally by contacting the Department Head, or designee, or leaving a message on the Department’s answering devise. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence. Sick leave may be credited upon the recommendation of the Department Head without prior notification where the employee was in such a condition he/she was unable to notify his/her department or to have another notify his/her department.

8.3.8 Medical Verification: The Town may require medical verification of an employee’s absence if the Town perceives the employee is abusing sick leave.

8.3.9 Retirement Credit: Upon retirement, an employee’s accumulated unused sick leave shall, if the employee so elects, be counted as additional service credit subject to the limitations and requirements of Section 41-j of the Retirement and Social Security Law.

8.3.10 Termination of Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive cash payment for unused sick leave.

8.4 Personal Leave

8.4.1 Allowance: An employee will be credited with twenty-four hours of paid personal leave on January 1st of each year for use during the following twelve months. The Account Clerk Typist – Utilities will be credited with paid personal leave prorated by the number of hours the employee is regularly scheduled to work, with forty hours equal to 100%.

8.4.2 New Employees: An employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year. For example, an employee who is hired on March 1st will be credited with twenty hours of paid personal leave; an employee who is hired on October 1st will be credited with six hours of paid personal leave. Thereafter, the employee will be credited January 1st for use during that year.

8.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

8.4.4 Use of Personal Leave: An employee may use personal leave credits to conduct personal business and for personal emergencies.

8.4.5 Scheduling: An employee may take personal leave only after it has been credited. An employee must receive approval from the Department Head, or designee, before taking personal leave. The request must be submitted, in writing, at least twenty-four hours in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Department Head, or designee, will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than one-quarter hour.

8.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

(2011-2013)
8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of the death of an employee’s immediate family member, the employee shall be entitled to take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between and including the date of death and the day after the burial. For purposes of bereavement leave, “immediate family member” will mean the following:

- Spouse
- Parent or Legal Guardian
- Child (including step)
- Sibling

8.5.2 Extended Family: In the event of a death of an employee’s extended family member, the employee shall be entitled to take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between and including the date of death and the day after the burial. For purposes of bereavement leave, “extended family member” will mean the following:

- Step-Parent
- Spouse’s Parent
- Step-Sibling
- Foster Child
- Grandchild (including step)
- Child’s Spouse
- Grandparent (including step)

8.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted in writing to the Department Head. The Department Head shall have total discretion in the approval of such additional bereavement leave.

8.5.4 Funeral Leave: In the event of a death of an employee’s family member (as listed below), the employee may take a paid leave of absence for one day from the employee’s regularly scheduled work to attend the funeral.

- Parent’s Sibling
- Sibling’s Spouse
- Spouse’s Grandparent
- Sibling’s Child
- Spouse’s Sibling

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty.

8.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Department Head.

8.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee’s scheduled workday, the employee must report to work.
8.7 Inclement Weather

8.7.1 During Work: During periods of extraordinary weather conditions or other emergencies, the Town Supervisor may direct that employees who perform non-essential services may leave work. An employee directed by the Town Supervisor to leave work due to such emergency will be paid for the remainder of the employee's normal workday at the employee's regular rate of pay and the day will not be charged against the employee's personal leave or vacation leave credits.

8.7.2 Before Work: In the event extraordinary weather conditions develop before the employee is to report to work and an appropriate public announcement has been made to close the roads, non-essential employees need not report to work. Non-essential employees will be paid for the day at the employee's regular rate of pay and the day will not be charged against the employee's personal leave or vacation leave credits.

9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, personal illness, family responsibilities, and education.

9.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

9.1.3 Conditions of Leave: The Town Board will specify the duration of an unpaid leave of absence and impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

9.1.4 Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

10 MEDICAL & DENTAL PLANS

10.1 Medical

10.1.1 Medical Insurance Plan: The Town will make available a medical insurance plan and a prescription drug plan to each full-time employee (including the Account Clerk Typist – Utilities) and the employee's eligible family. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical bill or other expense not covered or reimbursed by the plan.

10.1.2 Date Coverage Begins: The effective date of coverage will begin in accordance with the rules and procedures established by the plan.

10.1.3 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan's benefit structure and provider network are substantially equivalent to the then current plan.
10.1.4 Medical Insurance Premium: The Town agrees to pay the premium for participation in said plan during 2011, 2012, and 2013, except that each employee shall pay a contribution toward the cost of the medical insurance plan as follows:

(1) For the “70-day” plan, an employee shall pay 10% of the monthly premium.

(2) For the “365-day” plan, an employee shall pay an amount equal to 10% of the monthly premium of the 70-day plan together with the total difference in annual premium cost between the 70-day plan and the 365-day plan.

An employee wishing to opt for the 365-day plan must submit a request in writing to the Town Supervisor's office during the open enrollment period.

(3) Any increase in the cost of said insurance premiums after December 31, 2013 will not automatically be paid for by the Town but shall be an item to be negotiated at that time. The Association recognizes that wages and medical insurance will be negotiated as a total package.

10.1.5 Pre-Tax Insurance Premiums: The Town shall continue to implement the pre-tax premium plan pursuant to IRC §125 to permit employees’ medical and dental insurance premium contributions to be automatically deducted from their wages before taxes are taken out. The employee must complete an enrollment form to participate in the pre-tax plan.

10.2 Dental

10.2.1 Dental Plan: The Town will make available a dental plan through the Guardian Life Insurance Company of America, the Starter Dental Plan. This benefit shall be available to all employees who have previously qualified (including the Account Clerk Typist – Utilities) and for all new employees who elect to participate and their immediate families.

10.2.2 Dental Premium: The Town shall pay 83.3% of the premium for the Starter Dental Plan. The participating employee shall pay 16.7% of the premium for the Starter Plan through payroll deduction.

11Disabled Employees

11.1 Workers' Compensation Insurance

11.1.1 Coverage: In accordance with New York State law, the Town will make available a Workers’ Compensation plan for job-related injuries or illnesses.

11.1.2 Plan: The Town may, at its discretion, change carriers and/or offer an alternative Workers’ Compensation plan.

11.1.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Department Head, or designee, on the proper form, within twenty-four hours of the occurrence. The Department Head, or designee, will notify the Office of the Town Supervisor who will complete and submit the required forms. The New York State Workers’ Compensation Board makes the determination of whether an employee is eligible for Workers’ Compensation benefits.

11.1.4 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then compensatory leave credits, then personal leave credits, and then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

(2011-2013)
11.1.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time and is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution.

11.2 Short-Term Disability

11.2.1 Continuation of Medical Insurance: The Town will continue medical insurance coverage for a qualifying event in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution.

11.3 Transitional Duty Program

11.3.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position, the Town may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

11.3.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings will normally occur as a result of an examination by the employee's physician; any disputes will be submitted to a State Insurance Fund consulting physician. The Town will determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

11.3.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

11.3.4 Wages: While performing a Transitional Duty assignment, the employee will receive the employee's regular hourly rate of pay.

11.3.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

11.3.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, or refuses to submit to a medical examination ordered by the Town, and the disability is work related, the matter will be referred to the Workers' Compensation insurance carrier for a benefit determination.
12 GENERAL PROVISIONS

12.1 Work Accoutrements

12.1.1 Uniforms (Parks & Water/Sewer): Each member of the Parks Department and Sewer and Water Department, except clerical, will wear uniforms supplied by the Town. The style and color of the uniform will be the decision of the Department Head and must be of a uniform style and color throughout the Department. All jackets and shirts must have some high visibility feature such as day glow color or reflective material. Each shirt, coverall, jacket, or coat which is a part of such uniform will bear the logo "Town of Owego" in a clearly visible location on the front. In the event a dispute or problem arises regarding uniform style or color, the Town Supervisor will make the final decision. Uniforms will be supplied as follows:

1. For uniforms, jackets, coveralls, and other work related clothing not to exceed $225 for 2011, $225 for 2012, and $225 for 2013. "Other work related clothing" will exclude underwear, lightweight socks, belts, suspenders and other clothing accessories but will include long underwear and socks for extreme cold weather. The uniform allotment for employees hired after January 1st of 2011, 2012, or 2013 will be prorated by the number of months remaining in that calendar year.

2. The uniform allotment for employees hired after January 1st of 2011 will be prorated by the number of months remaining during the period from January 1, 2011 to December 31, 2013.

3. It will be the responsibility of the employee to care for and maintain said uniforms in a clean and presentable appearance and in proper repair.

4. All employees of the Parks Department and Sewer and Water Department except clerical will be required to wear said uniform during all working hours for the Town.

5. Failure to wear a uniform or failure to wear a clean and presentable uniform at the start of each day will result in a written warning from the Department Head. The employee will be entitled to two written warnings during the term of this agreement without disciplinary action. Upon receipt of the third and/or subsequent written warnings, the employee will be suspended on the day the employee receives the warning for the entire day without pay and will not be allowed paid leave.

12.1.2 Uniforms (Code Enforcement): The Town agrees to provide a clothing allowance for the Code Enforcement Officer. He will be entitled to receive a clothing allowance not to exceed $250.00 for his first year of hire. Otherwise and thereafter, the clothing allowance for the code enforcement officer will be $125.00 for 2011, $125.00 for 2012, and $125.00 for 2013. The specific requirements of said clothing will be left to the individual Department Head, except that shirts and jackets will bear the Town of Owego logo.

Failure to wear said clothing at the start of each day will result in a written warning from the Department Head. The employee will be entitled to two written warnings during the term of this agreement without disciplinary action. Upon receipt of the third and/or subsequent written warning, the employee will be suspended on the day the employee receives the warning for the entire day without pay and will not be allowed paid leave.
12.1.3 Work Boots: Each member of the Parks Department and Sewer and Water Departments, except clerical, will be entitled to be reimbursed the full cost of up to three pair of safety footwear up to $250 for 2011, $250 for 2012, and $250 for 2013. To be eligible for reimbursement, the safety footwear purchased must meet current ASTM standards.

In addition, if an employee has purchased safety footwear at the Town’s expense, then said safety footwear must be worn by said employee at all times while working. Failure to wear said safety footwear while working will result in a written warning from the Department Head. The employee will be entitled to two written warnings during the term of this agreement without. Upon receipt of the third and/or subsequent written warning, the employee will be suspended on the day the employee receives the warning for the entire day without pay and will not be allowed paid leave.

12.1.4 Eyeglass Replacement: The Town will pay the entire cost for repair or replacement of corrective lenses and frames, excluding examination costs, which are damaged or destroyed during service to the Town; provided said costs are not covered by Workers’ Compensation. Incident reports must be filed and replacement approved in advance. All required corresponding receipts must be submitted to the Department Head prior to reimbursement.

12.2 Commercial Driver’s License

12.2.1 Requirement to Possess a Commercial Driver’s License: An employee who operates a vehicle that requires a Commercial Driver’s License (CDL) must maintain such license throughout employment. An employee with at least five years continuous service to the Town and who is required to maintain a commercial driver’s license (CDL), will be reimbursed fifty percent of the difference between the cost of a regular license and the cost to renew a CDL and specified endorsements.

12.2.2 Loss or Suspension of Commercial Driver’s License: An employee who is required to possess a Commercial Driver’s License in order to perform certain job duties and responsibilities must immediately notify the Town Supervisor in the event the employee’s driver’s license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee’s driver’s license may affect the employee’s employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver’s License must notify the Town Supervisor within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

12.3 Tuition Reimbursement

12.3.1 An employee shall be reimbursed fifty percent of the tuition cost of courses related to the employee’s job position with the Town. The Department Head must approve the course prior to registration of an employee for each course taken. Payment will be made only upon successful completion of the course with a passing grade at which time the employee must still be a member of the Negotiating Unit. No course shall be scheduled as to interfere with the employee’s duties with the Town. No more than one course may be taken at a time.

12.4 Tetanus and Flu Vaccinations

12.4.1 Tetanus: Each employee shall be entitled to receive a tetanus shot each year upon request of the employee.

12.4.2 Flu: Each employee shall be entitled to receive one flu shot per year so long as Tioga County provides the flu shot free of charge to the Town.
12.5 Recognition Upon Retirement

12.5.1 An employee who retires during the term of this collective bargaining agreement shall be recognized by the Owego Town Board by the adoption of a resolution acknowledging the employee's service to and retirement from the Town of Owego. In addition, the Town shall erect a plaque in the Owego Town Hall, upon which shall be posted the names of retired or deceased Town of Owego employees. It shall be the Association's responsibility to establish the criteria for having a retired or deceased employee's name posted on the plaque.

13 DUE PROCESS PROCEDURES

13.1 Grievance Procedure

13.1.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

13.1.2 Step One - Formal Grievance: The Association may file a formal complaint on behalf of an aggrieved employee(s) with the Town Supervisor, or designee. The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

The grievance must be submitted, in writing, to the Town Supervisor, or designee, within thirty calendar days from knowledge of the occurrence, or when the Association should have had knowledge.

Within fourteen calendar days after receiving the grievance, the Town Supervisor, or designee, will meet with the aggrieved employee(s) and the designated representative of the Association. Within fourteen calendar days after the meeting, the Town Supervisor will issue a written response to the grievance, which will be given to the President of the Association and the employee(s).

13.1.3 Step Two - Binding Arbitration: If the Association is not satisfied with the response to the grievance at Step One, the Association may submit the matter to arbitration by filing a demand for arbitration with the State of New York Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step One response or when the Step One response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement.

The Town and the Association shall share the fees of the arbitrator equally.

13.1.4 Time Limits: The Association must adhere to the time limits set forth in this grievance procedure. In the event the Association does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the President of the Association and the Town Supervisor, or designee.
13.2 Disciplinary Procedure

13.2.1 Discipline for Just Cause: The Town will not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

13.2.2 Notice of Discipline: The Town will provide the employee with a written Notice of Discipline, which will contain all charges and specifications and the penalty. Simultaneously, a copy of the notice will be sent to the President of the Association.

13.2.3 Disciplinary Hearing: If the Association disagrees with the disciplinary action, the Association may appeal the matter, in writing, to the Town Supervisor, or designee. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline. Failure to submit the appeal within said fourteen calendar days shall make the matter ineligible for future appeal under this procedure or any other procedure and the case will be deemed to be closed.

Within seven calendar days after receiving the appeal, the Town Supervisor, or designee, will meet with the disciplined employee and the designated representative of the Association. Within seven calendar days after said meeting, the Town Supervisor will issue a written response which will be given to the President of the Association.

13.2.4 Appeal of Disciplinary Action: If the Association is not satisfied with the response of the Town Supervisor, the Association may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received. Failure to file the demand within said fourteen calendar days shall make the matter ineligible for arbitration or any other appeal and the case will be deemed to be closed.

The fees of the arbitrator shall be shared equally by the Town and the Association. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

13.2.5 Time Limits: The time limits set forth in 13.2.4 above may be extended by mutual agreement provided the extension is in writing, dated, and signed by the President of the Association and the Town Supervisor, or designee.

13.2.6 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

14 APPLICATION OF AGREEMENT

14.1 Duration of Agreement

14.1.1 This collective bargaining agreement shall be effective from January 1, 2011 through December 31, 2013, unless otherwise agreed to by the parties.
14.2 Complete Agreement

14.2.1 This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Association to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

14.3 Savings Clause

14.3.1 Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

14.3.2 Upon the issuance of such decision, the Town and the Association shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

14.4 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

14.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on November __, 2010.

TOWN OF OWEGO

Don Castellucci
Town Supervisor

Joseph Schneider
President

OWEGO EMPLOYEES ASSOCIATION

Michael A. Richardson
Labor Relations Consultant

(2011-2013)
Schedule A – Excluded from Bargaining Unit

Deputy Department Head
Deputy Town Clerk
Secretary to the Supervisor
Planning and Zoning Administrator
Director of Utilities
Assessor
Town Attorney
Attorney's Secretary
Town Justices
Park Maintenance Supervisor
Park Maintenance Assistant
Dog Control Officer
Bookkeeper
Accountant
Principal Account Clerk
Comptroller
Justice Court Clerk
All part-time employees